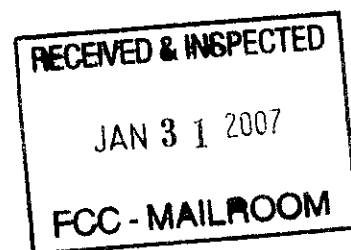


IRVING

Independent School District



ARICE L. OWEN, Ph.D.
Executive Director of Technology

JACK SINGLEY
Superintendent of Schools

January 29, 2007

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capital Heights, MD 20743

SUBJECT: Request for Review, CC Docket No. 02-6

Dear Sir/Madam:

Irving ISD, TX submits this Request for Review to appeal the USAC Decision on Appeal dated January 8, 2007 (Atch 1) which denied Form 471 funding request # 517462, FRN 1435495 in the amount of \$291,096. The FCDL explanation for denial is: "Bidding Violation". They stated that price was not the primary factor when selecting the service provider. Our rebuttal (Atch 2) is that price was the primary factor and that we selected the lowest-cost vendor that provided the requested services of the competitive Request for Proposal (RFP).

These services in question were the result of a competitive RFP (Atch 3) which was advertised on the USAC and Irving ISD websites for the required period. A Form 470 was submitted requesting telecommunication services (Atch 4). The RFP requested eligible telecommunication services for the entire school district. Four vendors responded. Two of those vendors were disqualified for not meeting the requirements of the specification and the remaining two vendors were evaluated and scored based on the criteria in the RFP (Atch 5). Purchase price was the first criteria listed giving it precedence over the others. The vendor that was selected provided the lowest-cost services and was recommended as the vendor of choice. The other vendor's cost was almost three times the vendor recommended.

Once the evaluations were completed, the Board of Trustees approved the selection of the lowest-cost vendor and signed a 3-year contract (Atch 6). A Form 471 was submitted for Year 2004 consideration (Atch 7), which was approved by USAC Funding Commitment Decision Letter (FCDL) dated May 10, 2005 in the amount requested (Atch 8).

The same Form 470 was used to submit a request for discount for services covered in this 3-year contract for USAC Funding Year 2005. Another Form 471 was submitted as a continuation of services provided in Year 2004 (Atch 9). However, USAC FCDL dated November 9, 2005 (Atch 10) denied funding for these same telecommunication services giving the reason as "Bidding Violation". We resubmitted a third Form 471 for this multi-year contract for services in USAC Funding Year 9 (Atch 11) and received a FCDL (Atch 12) denying funding again for "Bidding Violation".

2621 W. Airport Freeway

Mailing Address: P.O. Box 152637
Irving, TX 75062-6020

Irving, TX 75060
Tele. 972/215-5250 Fax 972/215-5266

Justification for Appeal: The District always selects the lowest-cost vendor unless circumstances dictate otherwise. If that occurs, extreme justification must be submitted to the Board for consideration. In this case, the lowest-cost vendor was selected; therefore, no justification was required.

We believe that we have complied with all requirements specified by the USAC and the original intent to provide critical telecommunication services for the students and staff. We feel like this issue has been resolved in the Wyoming Department of Education case, File No. SLD-338550 which stated that "Although the Commission has concluded that price should be the primary factor in selecting a bid, applicants are given maximum flexibility to take service quality into account and may choose the offering that meets their needs most effectively and efficiently". In our case, we evaluated multiple factors but still selected the vendor that offered the lowest price. It is our opinion that the 37,000 students and staff of Irving ISD should not be penalized simply because the Request for Proposal did not state equivocally that purchase price was "the primary factor" in the selection process. The spirit of the law should reflect our best efforts in which we did select the lowest cost vendor.

Current Status: This telecommunication service request is for District-wide-area-network communications which is critical to the day-to-day teaching, learning, and business support of 38 educational campuses. The request for proposal was advertised, received and negotiated in good-faith. The result was a 3-year contract that is legally binding and has been in effect continually since February 2005. The District has paid the negotiated monthly cost since that time. SLD denied funding for this critical multi-year contracted service for E-Rate Years 8 and 9 after first approving it in Year 7. We request that this SLD decision be reversed and that the District be refunded the discounts as requested for Years 8 and 9. We submitted an FCC Appeal last year for the Year 8 denial and are awaiting a decision.



Dr. Alice E. Owen
Executive Director of Technology

12 Atchs:

1. USAC Decision on Appeal
2. IISD Letter of Appeal
3. Original RFP
4. Form 470 for EMAN
5. Eval for RFP
6. 3 Year Contract
7. Year 2004 Form 471
8. Year 2004 FCDL
9. Year 2005 Form 471
10. Year 2005 FCDL
11. Year 2006 Form 471
12. Year 2006 FCDL

ATTACHMENT 1



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2006-2007

January 03, 2007

Alice E. Owen, Ph.D.
Irving Independent School District
2621 West Airport Freeway
Irving, TX 75061

RECEIVED

JAN - 8 2007

TECHNOLOGY DEPT.

Re: Applicant Name: IRVING INDEP SCHOOL DISTRICT
Billed Entity Number: 140448
Form 471 Application Number: 517426
Funding Request Number(s): 1435080, 1435356, 1436022, 1435495
Your Correspondence Dated: October 02, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1435080, 1435356, 1436022
Decision on Appeal: **Denied**
Explanation:

- During the Appeal Review, USAC thoroughly assessed the facts presented in the appeal letter, the relevant documentation on file, and the FCC Rules and Procedures before making its determination on your appeal. USAC determined that the bid requirement was not met due to the 28-day bid violation. The referenced Form 470 (application number 248580000546195) was posted October 21, 2005, with an Allowable Contract Date of November 18, 2005. According to your response to the SRIR, the district released the RFP on October 17, 2005, which occurred five days prior to posting the Form 470. The due date for submitting bids in response to the RFP was November 17, 2005. The time between the RFP's release date and closing date failed to cover the full 28 day bidding period for potential service providers who submitted bids in response to the Funding Year 2006 Form 470 posting. Consequently, the Reviewer denied

the funding requests because the RFP was not available for 28 days after posting the Form 470.

Funding Request Number(s): 1435495

Decision on Appeal: **Denied**

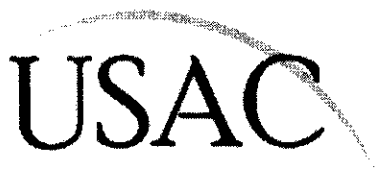
Explanation:

- Upon thorough review of the appeal and all relevant documentation, it was determined that price was not the primary factor in selecting this service provider's proposal. In response to the initial Selective Review reply on May 2, 2006, you submitted vendor selection documentation used to evaluate service providers. However, all evaluation criteria were weighted the same. After thorough review of the provided vendor selection documentation, it was determined that price was not the primary factor in choosing a service provider. Your request was denied in accordance with specific program guidelines set for by the FCC. You failed to provide evidence that USAC has erred in its decision on appeal. Consequently, the appeal is denied.
- FCC Rules require that applicants select the most cost-effective products and/or services offering with price being the primary factor. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. 47 C.F.R. sec. 54.511(a); Request for Review by Ysleta Independent School District, et. al., Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45, 97-21, Order, 18 FCC Rcd 26407, 26429, FCC 03-313 para. 50 (rel. Dec. 8, 2003). Ineligible products and services may not be factored into the cost-effective evaluation. See Common Carrier Bureau Reiterates Services Eligible for Discounts to Schools and Libraries, CC Docket No. 96-45, Public Notice, 13 FCC Rcd 16570, DA 98-1110 (rel. Jun. 11, 1998).

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Appeal Acknowledgement Letter

October 16, 2006

Alice E. Owen
Irving Independent School District
P.O. Box 152637
Irving, TX 75015-2637

The Schools and Libraries Division of the Universal Service Administrative Company has received your correspondence dated **October 2, 2006** on **October 6, 2006**, regarding the **FY2006** funding decision of your Form 471 Application Number **517426**.

These are the steps that will now follow:

1. We will review your correspondence carefully to identify the specific issue(s) it raises.
2. We will consult the Program Integrity Assurance records and all supporting documentation for the application. Our goal is to determine whether the program rules were administered appropriately in processing your application.
3. Once the review process is completed we will respond in writing and state whether your appeal is approved, denied or approved in part. A Revised Funding Commitment Decision Letter will follow for any approved appeal resulting in additional discounts for your application. Funds have been set aside to implement funding decisions for appeals approved by the SLD and/or the Federal Communications Commission.

We will perform an in-depth review of your appeal. Our goal is to respond to you as promptly as possible. We thank you in advance for your patience as we handle your appeal with the care and attention it deserves.

Schools and Libraries Division
Universal Service Administrative Company

RECEIVED
OCT 18 2006
TECHNOLOGY DEPT.

100 South Jefferson Road, P.O. Box 902, Whippany, New Jersey 07981
Visit us online at: <http://www.universalservice.org/sl/>

ATTACHMENT 2



ALICE OWEN, Ph.D.
Executive Director of Technology

JACK SINGLEY
Superintendent of Schools

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
100 S. Jefferson Rd
P.O. Box 902
Whippany, NJ 07981

October 2, 2006

The Irving Independent School District, Billing Entity Number 140448, appeals Year 2006 Funding Decision Commitment Letter dated September 19, 2006 for the following Funding Request Numbers: 1435080, 1435356, 1435495 and 1436022. The Form 471 Application number is 517426.

Rational for each appeal is attached.

A handwritten signature in cursive script that reads "Alice E. Owen".

Alice E. Owen, PhD
Executive Director of Technology

- 3 Atch
1. FRN 1435356
2. FRN 1435495
3. FRNs 1435080 &
1436022

Appeal of Form 471 # 517426 Funding Commitment Decision Letter

References:

- a. FDCL dated September 19, 2006
- b. Funding Year 2006
- c. Form 471 # 517426
- d. FRN # 1435495
- e. BEN #: 140448, Irving Indep School District

Contact Name: Alice E. Owen
2621 W. Airport Freeway
Irving, Texas 75062
972-215-5250
aowen@irvingisd.net

Reason for Disapproval: Bidding Violation. Documentation provided demonstrates that price was not the primary factor in selecting this service provider's proposal.

Rebuttal: The Irving ISD District selects the lowest-cost vendor unless circumstances dictate otherwise. If that occurs, extreme justification must be submitted to the Board for consideration. In this case, the lowest-cost vendor was selected; therefore, no justification was required. This selection of the lowest-cost vendor justifies the selection process using "price as the primary factor". Both vendors provided acceptable responses to the RFP and the one chosen was selected only because they offered the lowest price.

We believe that we have complied with all requirements specified by the USAC and the original intent to provide critical telecommunication services for the students and staff. We feel like this issue has been resolved in the **Wyoming Department of Education case, File No. SLD-338550** (Atch 1) which states that "Although the Commission has concluded that price should be the primary factor in selecting a bid, applicants are given maximum flexibility to take service quality into account and may choose the offering that meets their needs most effectively and efficiently". In our case, we evaluated multiple factors but still selected the vendor that offered the lowest price.

Additional Supporting Documentation:

1. The memorandum at Attachment 2 is a recommendation to the Director of Purchasing justifying the selection of the lowest-cost vendor for the network services. It points out that there were four vendors that responded to the request for proposal for Ethernet Metropolitan Area Network, RFP 04-21. It also states that two of the four vendors were disqualified for not meeting the minimum requirements identified in the RFP. Those two vendors were Trillion Partner's Inc, and Unite. The other two vendors, SBC and Verizon did meet all requirements. The cost of each proposal is as follows:

SBC	\$1,113,600 per year
Verizon	\$ 505,796 per year

In subsequent negotiations with Verizon, the final cost for the services was reduced to \$291,096 per year, the amount that Irving ISD submitted to SLD for discount consideration in the subject Form 471.

3. Irving ISD observed all the competitive bidding rules and procedures established by USAC. These services in question were the result of a competitive RFP (Atch 3) which was advertised on the USAC and Irving ISD websites for the required period. A Form 470 was submitted requesting telecommunication services (Atch 4). The RFP requested eligible telecommunication services for the entire school district. Four vendors responded. Two of those vendors were disqualified for not meeting the requirements of the specification and the remaining two vendors were evaluated and scored based on the criteria in the RFP. Purchase price was the first criteria listed giving it precedence over the others. The vendor that was selected (Verizon) provided the lowest-cost services and was recommended as the vendor of choice. The other vendor's (SBC) price was almost three times that of the vendor recommended. A Board Resolution and multi-year contracted was signed (Atch 5), and Form 471 (Atch 6) submitted as required by USAC.

4. The Verizon selection "met our needs most effectively and efficiently" as per the FCC Order, and was the vendor offering lowest cost. The standard Irving ISD evaluation procedure is that the bids or proposals are first ranked by cost and then the other criteria are applied to determine if the lowest bid meets all the requirements identified in the competitive proposal. Without unfavorable ratings, the award is made to the low-cost vendor. If not, documented justification must be submitted and defended to the Director of Purchasing and to the Board of Trustees. In this case, the low-cost vendor was recommended and selected; therefore, no written justification and defense was necessary.

5. **Special Note:** This Form 471 request is a continuation of a multi-year contract that was submitted in Funding Year 7, 471 #413817 (Atch 7) which was approved for funding by USAC after a Selective Review evaluation. The Funding Decision Commitment letter dated May 10, 2005 is at Atch 8.

Alice Owen, PhD
Executive Director of Technology

- 8 ATCH
1. FCC Order
 2. Selection Memo
 3. RFP
 4. Form 470
 5. Contract
 6. Form 471
 7. 471 #413817
 8. Year 7 FCDL

ATTACHMENT 3

IRVING INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

2621 W. Airport Freeway Irving, TX 75062
PHONE: (972) 215-5440 FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

DATE December 11, 2003

☐ SEALED BID

☒ PROPOSAL #04-21 **Ethernet Metropolitan Area Network**

PRICE F.O.B. Installation and Acceptance

Please RESPOND on the following not later than **3:00 PM January 9, 2004**

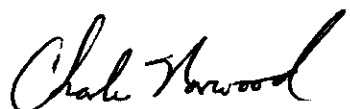
(PRICES MUST BE EXTENDED)

ITEM	QTY	ARTICLES AND DESCRIPTION	UNIT PRICE	AMOUNT
		<p>Ethernet Metropolitan Area Network (MAN) per attached Request for Proposal.</p> <p>Specifying brand names is not meant to limit competition. The named brands are known to meet the requirements and bidding an alternate must provide the same capability for the intended use. Provide brochures and/or specifications with brand and item numbers bid and detail any variations from the specifications.</p> <p>Mark sealed envelope "Proposal # 04-21 Ethernet MAN, opening 3:00 PM, January 9, 2004" and deliver to the Purchasing Office address on this form or mail to:</p> <p>Charles Norwood, Director of Purchasing Irving ISD P.O. Box 152637 Irving, TX 75015-2637</p> <p>In determining the award of contracts, the District may consider factors in accordance with Section 44.031(b) Texas Education Code.</p> <p>The District reserves the right to reject any or all bids or proposals, waive any informalities, and award a contract in the best interest of the District. Bids or proposals must be valid for at least 90 days and the District reserves the right to accept a second vendor, without re-bidding or re-advertising, if the first selected vendor fails to deliver.</p> <p>A PRE-PROPOSAL MEETING IS SCHEDULED FOR 2:00PM, TUESDAY, DECEMBER 16 IN THE IISD ADMINISTRATION BUILDING BOARD ROOM, 2621 AIRPORT FREEWAY, IRVING, TX.</p>		

NOTE—Use this form. If necessary to go into details, attach a letter. The right is reserved to accept or reject quotations on each item separately or as a whole.

IRVING INDEPENDENT SCHOOL DISTRICT

By:



Charles Norwood, Director of Purchasing

DELIVERY DATE _____

TERMS _____

(Signed) _____

Printed Name _____

Telephone _____ Fax _____

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

Non-Collusive Bidding Certificate

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Texas Education Code Section 44.034. Notification of Criminal History of Vendor

- a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
- b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
- c) This section does not apply to a publicly held corporation.

Vendor response (check): negative _____ or see attached information _____

Signature _____
Printed Name _____
Company Name _____
Telephone Number _____



Request for Proposal

04-21

Ethernet Metropolitan Area Network

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Irving Independent School District

Request for Proposal # 04-21

Ethernet Metropolitan Area Network

1. OVERVIEW

- 1.1. This Request for Proposal (RFP) requests a turn key installation and fully managed Ethernet Metropolitan Area Network (MAN) comprised primarily of Gigabit Ethernet (as formally approved by IEEE workgroup 802.3z) and other connectivity services.
- 1.2. The Ethernet MAN will supply Ethernet connectivity between the Irving ISD Data Center, located at the Administration Building, 2621 W. Airport Freeway, Irving and other Irving ISD locations listed in RFP Section 1.16. The Data Center shall be considered the main hub for the Ethernet MAN solution as presented herein.
- 1.3. The Vendor provided solution must include all necessary outside plant and entrance facilities infrastructure as may be required. Solutions for backup, redundancy and monitoring equipment to meet the required Service Level Agreement (SLA), and related edge equipment to hand off a full duplex Ethernet packet stream to Irving ISD's data network will be required as defined in RFP Section 5.
- 1.4. Irving ISD is considering a leased service, by which Irving ISD will allow the vendor to control all aspects of the Ethernet MAN network connectivity between facilities, thereby transferring responsibility of troubleshooting, maintenance, management, and any future upgrades of the network to the successful vendor. The Vendor proposal shall clearly detail available service levels and associated costs of the proposed Ethernet MAN.
- 1.5. The solution is expected to perform in a manner that provides consistent and equitable connectivity between the various campus types for students, teachers and administrators to ensure that all are adequately served. The Vendor will hand off an Ethernet MAN end-point at each site. Irving ISD will support network policies and bandwidth allocation.
- 1.6. Vendor's carrier service solutions shall include all recurring and capital costs for customer premise equipment (CPE) and services. Respondents shall provide information on all proposed CPE equipment with response.
- 1.7. Respondents shall provide complete pricing details for each proposed Ethernet MAN solution option listed in RFP Section 5.1.
- 1.8. All Vendor proposed solutions shall adequately identify and detail any costs associated with on-going support. Vendors must include all costs in the Price Summary Tables in RFP Section 11.

- 1.9. Irving ISD requests that Vendors provide three, five and seven year Ethernet MAN service contract options.
- 1.10. Vendors shall include a detailed list of all engineering, construction, project management costs and all costs for materials, labor, and possible electronic equipment (hardware and software) needed for intercampus connectivity.
- 1.11. Vendor shall reflect pricing discounts attributed to proposed tariff and carrier services Texas HB2128 wherever applicable.
- 1.12. Vendor's proposals must provide for complete connectivity of all Irving ISD identified locations and provide an installation time line indicating adherence to RFP Section 2.6. - Schedule of Events.
- 1.13. Responses shall include a list of educational reference accounts where Vendor is supplying similar services. References shall include contact names and current phone numbers.
- 1.14. Proposed solutions shall take LAN integration into consideration when proposing a solution. Currently, Irving ISD has appropriate Ethernet switches, routers and/or CSU/DSUs installed in each campus or will be installed as required to interface with the Vendor's proposed Ethernet MAN solution. All Vendor proposed electronic hardware must be standards compliant and compatible with interconnection to the existing LAN infrastructure. The Vendor shall terminate the fiber in each MDF and connect it to a District provided Cisco Catalyst switch.
- 1.15. Irving ISD's current network topology is illustrated in the diagram in RFP Appendix C.

1.16. This RFP offer requests Ethernet MAN services to be provided to the following Irving ISD locations:

Irving ISD Ethernet MAN Locations		
	High School	Location
1.	Union Bower CL (for Irving HS)	101 E. Union Bower (feeder site for Irving HS)
2.	MacArthur High School	3700 N. MacArthur
3.	Nimitz High School	100 W. Oakdale
4.	The Academy of Irving ISD	4601 N. MacArthur
	Middle School	Location
5.	Austin Middle School	825 E. Union Bower
6.	Bowie Middle School	600 E. Sixth
7.	Crockett Middle School	2431 Hancock
8.	de Zavala Middle School	707 W. Pioneer
9.	Houston Middle School	3033 W. Country Club
10.	Lamar Middle School	219 Crandall
11.	Travis Middle School	1600 Finley
	Elementary School	Location
12.	Barton Elementary School	2931 Conflans
13.	Brandenburg Elementary School	2800 Hillcrest
14.	Brown Elementary School	2501 W. Tenth
15.	Davis Elementary School	310 Davis
16.	Elliott Elementary School	1900 S. Story
17.	Farine Elementary School	615 Metker
18.	Gilbert Elementary School	1501 E. Pioneer
19.	Good Elementary School	1200 E. Union Bower
20.	John Haley Elementary School	1100 Schulze
21.	Thomas Haley Elementary School	3601 Cheyenne
22.	Hanes Elementary School	2730 Cheyenne
23.	Keyes Elementary School	1501 N. Britain
24.	Lee Elementary School	1600 Carlisle
25.	Lively Elementary School	1800 Plymouth
26.	Schulze Elementary School	1200 S. Irving Heights
27.	Townley Elementary School	1030 Vilbig
	Early Childhood Centers	Location
28.	Kinkeade Early Childhood School	2333 Cameron
29.	Pierce Early Childhood School	901 Britain
	Learning Center	Location
30.	Secondary Reassignment Center	3207 W. Pioneer
	Other Buildings	Location
31.	Administration Building	2621 W. Airport Freeway
32.	Maintenance Service Center	3620 Valley View

2. INSTRUCTIONS TO VENDORS

2.1. Request For Proposal is for:

Irving Independent School District
2621 W. Airport Freeway
Irving, TX 75062-6020

2.2. Vendor will deliver one original proposal, marked "ORIGINAL" and six copies of the response to:

Irving Independent School District
Attn: Director of Purchasing
2621 W. Airport Freeway
Irving, TX 75062-6020

2.3. Vendors are to direct any and all questions prior to December 19, 2004 regarding this Request for Proposal in writing via facsimile or email to:

Lee Watts
lee@irvingisd.net
Irving Independent School District
2621 W. Airport Freeway
Irving, TX 75062-6020
(972) 215-5288
(972) 215-5478 - FAX

2.4. The Vendor shall not contact any other District employee, School Board member or District consultant during this proposal process without prior approval of Mr. Watts. Failure to comply may result in disqualification.

2.5. The School District reserves the right to reject any or all proposals. The School District also reserves the right to award a partial contract in the event that they deem it in the School District's best interest.

2.6. Schedule of Events

<u>Event</u>	<u>Date</u>
Release RFP.....	December 11, 2003
Pre-Proposal Conference	2:00 p.m. December 16, 2003
RFP Questions.....	December 11 – 19, 2003
Facilities Site Surveys	December 16, 2003 – January 5, 2004
Proposals Due.....	3:00 p.m. January 9, 2004
Vendor Selection	January 9 – 26, 2004
Contract Negotiations.....	January 16 – 26, 2004
Contract Execution	February 2, 2004
Installation Begins (Pending E-Rate Approval)	July 1, 2004
School Facilities Installation Complete.....	August 16, 2004
Cutover / Completion	No later than January 30, 2005

- 2.7. All respondents to this RFP must be fully qualified and capable of performing any and all functions, reporting, documentation as may be required under the provisions of the Universal Service Act established by the Telecommunications Act of 1996. RESPONDENTS WHO DO NOT, OR CANNOT MEET THESE REQUIREMENTS WILL NOT BE CONSIDERED.
- 2.8. Irving ISD will apply for discounts from the School and Library Corporation (E-Rate) to offset the direct cost to the district. Vendor must provide its Service Provider Identification Number (SPIN) in its proposal.
- 2.9. Vendors are required to provide information in their proposals in the format outlined in RFP Section 9 – Proposal Response Format. You may also provide any additional sales and engineering documentation.
- 2.10. Vendor must include its proposed contract in its response to this RFP. The contract form should already have been used, and approved with other Texas school districts, other units of local government, and/or State Agencies. This RFP and the Vendor's response may be added by reference as an addendum to the Contract.
- 2.11. Vendors are required to acknowledge all terms of this RFP. If you are unable to comply with a specific item in the RFP, you are to prepare a list of exceptions (see RFP Section 9 – Proposal Response Format). If you do not indicate exceptions to the RFP, Irving ISD will assume that you fully comply with the RFP requirements.
- 2.12. Vendor must include any addenda issued during the time of bidding in its proposal. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the proposal.
- 2.13. Irving ISD requires a proposal bond in the amount of five percent (5%) of the highest possible contract price. The surety company writing such bonds must be licensed to do business in the State of Texas, and be reasonably acceptable to Irving ISD. Vendor must include the bond within its proposal.
- 2.14. Irving ISD requires the selected Vendor to provide Performance and Labor and Materials Payment Bonds. They shall be prepared on a form acceptable to Irving ISD and must identify compliance with the provisions of Article 5160 of the Revised Civil Statutes of Texas and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said Article. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold Certificates of Authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Vendor shall deliver the required bonds to Irving ISD within 10 days of notification of E-Rate approval. The cost of the Bonds and Securities shall be included in the turn-key service contract costs Vendor provides in RFP Proposal Response Forms.
- 2.15. If satisfactory bonds are not furnished in accordance with instructions, Irving ISD may reject the Vendor's proposal.
- 2.16. The successful Vendor shall provide and install all equipment, materials, and/or services enumerated. Any equipment or services required to provide a complete and operational system will be provided by Vendor, regardless if the equipment or service has been specifically itemized in the proposal response.

- 2.17. Vendor must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. Irving ISD reserves the right to approve all sub-Contractors in writing prior to the commencement of work.
- 2.18. Insurance
 - 2.18.1. Before commencing work and within 10 working days of notification of E-Rate approval, the Vendor shall be required, at the Vendor's own expense, to furnish insurance certificates acceptable to Irving ISD for Workmen's Compensation, General Liability, and Automobile, in the amount required, to be in force throughout the term of the contract.
 - 2.18.2. Commercial General Liability Insurance at the minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations must be maintained for at least two (2) years after the construction work is completed). Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.
 - 2.18.3. Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/\$500,000 by disease per occurrence/\$500,000 by disease aggregate.
 - 2.18.4. Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.
 - 2.18.5. The required limits may be satisfied by a combination of primary, excess, or umbrella liability insurance, provided the primary policy complies with above requirements and the excess umbrella is following form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the Irving Independent School District.
 - 2.18.6. With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:
 - 2.18.6.1. The Irving Independent School District (IISD) shall be named as an additional insured with respect to general liability.
 - 2.18.6.2. A waiver of subrogation in favor of the IISD shall be contained in the Workers' Compensation, and General Liability coverage.
 - 2.18.6.3. All insurance policies shall be endorsed to require the insurer to immediately notify the IISD of any material change in the insurance coverage.

- 2.18.6.4. All insurance policies shall be endorsed to the effect that the IISD will receive at least sixty (60) days notice prior to cancellation, non-renewal, or termination of the insurance.
- 2.18.6.5. All copies of Certificate of Insurance shall reference the Project/Contract number for which the insurance is being supplied
- 2.19. Nothing stated or implied in these specifications is to be interpreted as requiring or permitting the use of any lead or asbestos containing material of any kind. Since some of Irving ISD's schools may contain asbestos, all Vendor and sub-Contractor personnel working on-site must either be Asbestos Certified or agree to orientation requirements to be established by Irving ISD and sign a release form waiving Irving ISD from all liability relating to possible asbestos exposure.
- 2.20. Professional requirements: The Vendor represents and warrants that performance of the contract work will not require Vendor to provide design services constituting the practice of architecture as defined in Tex. Rev. Civ. Stat. Ann. Art. 249A or the practice of engineering where public health, welfare, or safety are involved as defined in Tex. Rev. Civ. Stat. Ann. Art. 3721A. In the event that design services constituting the practice of architecture are required to perform the contract work, Vendor agrees that such design services will, at Vendor's sole expense, be performed by a licensed architect qualified to practice in the State of Texas. In the event that design services constituting the practice of engineering involving public health, welfare or safety are required to perform the contract work, Vendor agrees that such design services will, at Vendor's sole expense, be performed by a registered professional engineer qualified to practice in the State of Texas, and that any such engineering construction will be directly supervised by a registered professional engineer.

3. EVALUATION CRITERIA

- 3.1. Irving ISD will take into account the following criteria when evaluating the proposals:
 - 3.1.1. Purchase price will be one of the main determining factors due to E-Rate funding, but other considerations may be taken into account such as but not limited to the proposed Vendors experience, ability to perform or proposed solution.
 - 3.1.2. Reputation of the vendor and the Vendor's goods and services.
 - 3.1.3. Quality of the Vendor's goods and services.
 - 3.1.4. Vendor's past relationship and performance with the district.
 - 3.1.5. Total long term cost to the District to acquire the vendor's goods and services.
 - 3.1.6. Any other relevant factor specifically listed in this document, but not limited to, services provided, quality assurance, and availability of service and timeliness of performance. Ability to meet the calendar of events as described herein so as to conform to the federal guidelines for funding as outlined in the Universal Service Fund.
- 3.2. Irving ISD will consider competency, responsibility, and appropriate technical experience of Vendors and their proposed sub-contractors in making the award. Irving ISD does not obligate itself to accept the lowest or any other proposal. Irving ISD also reserves the right to accept or reject any and all proposals.

4. RESERVATION OF RIGHTS

- 4.1. Irving ISD reserves the right to expand or reduce the quantities of locations without penalty as may be required. The District requests that Vendor provides a mechanism to implement network additions or deletions.
- 4.2. Irving ISD reserves the right to procure any item or services by other means to meet time-sensitive requirements.
- 4.3. Vendor agrees that time is of the essence and agrees to meet all timelines as setout in this agreement or addendum(s) to this agreement. Further, the Vendor agrees for Irving ISD to qualify for E-Rate funding under the Universal Services Fund, certain deadlines must be met, otherwise funding may be redrawn or reduced, causing Irving ISD to lose financing.
- 4.4. Vendor agrees that harm caused to Irving ISD by its failure to meet agreed timelines is significant and may be held in breach of its contract with the District.
- 4.5. In the event that the Vendor fails to meet any or all agreed upon project installation timelines, after three (3) business days, District will have the right to levy a 1% penalty of the annual district-wide contracted amount for each day the vendor fails to meet the project timeline. On the tenth (10th) business day and every day thereafter that the Vendor fails to meet any or all agreed upon project installation timelines, the District will have the right to levy a 2% penalty of the contracted amount for each day the vendor fails to meet the timeline.
- 4.6. In the event the vendor fails to meet project installation timelines for more than three (3) weeks, the District may declare the Vendor in breach of the entire agreement and seek whatever legal remedies may be appropriate.
- 4.7. **Non-appropriation of Funds:** Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of Texas. If federal or state law prohibits Customer from executing any Agreement that crosses its fiscal year, then the term of this Agreement or any Addendum shall be deemed to be through its fiscal year. Customer retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of Customer. Customer will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that Customer does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of Texas.
- 4.8. **E-Rate:** It is Irving ISD's intent to submit the contract that is awarded to the successful vendor to the Federal Communications Commission (FCC) for funding under the Universal Service Fund (USF). The Vendor is responsible for cooperating with the District on all submittals and information required by the USF. The value or total cost of the contract will be dependent upon the level of funding Irving ISD receives from the USF. The contract amount may decrease if full funding from the USF is not received.

The Vendor will also directly invoice the USF for any funding the District receives for this contract from the USF and manage all administrative tasks necessary for payment from the USF.

- 4.9. In the event E-Rate funding is withdrawn, or qualifications and terms are changed resulting in ineligibility USF funding, Irving ISD will have the right without prejudice and penalty to cancel its agreement with the Vendor in whole or in part should it deem necessary.